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18827-P

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

INTERSTATE COMMERCE COMMISSION COUNSEL
URBAN A. LESTER

November 16, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of a Supplement No. 13 to Assignment and Security Agreement (Chattel Mortgage), dated as of November 16, 1995, a secondary document as defined in the Commission's Rules for Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement dated as of May 31, 1994 duly filed with the Commission under Recordation Number 18827.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045

Secured Party: Fleet Bank
56 East 42nd Street
New York, New York 10017

A description of the 171 railcars being DELETED from the Security Agreement is set forth on Schedule I attached to the Supplement No. 13.

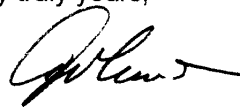
Counterparts - 902

Mr. Vernon A. Williams
November 16, 1995
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'R. Alvord', written in black ink.

Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

11/ 16/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of
the Interstate Commerce Act, 49 U.S.C. 11303, on 11/16/95 at 1:45PM , and
assigned recordation number(s). 13849-B and 13827-P.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

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\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

18827-P
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SUPPLEMENT NO. 13
TO ASSIGNMENT AND SECURITY AGREEMENT
(CHATTEL MORTGAGE)

SUPPLEMENT No. 13 to the ASSIGNMENT AND SECURITY AGREEMENT (CHATTEL MORTGAGE) dated as of May 31, 1994, as amended by the Amendment to Security Agreement dated as of March 15, 1995 (the "Security Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FLEET BANK, a New York banking corporation (the "Secured Party").

1. This Supplement is executed and delivered pursuant to the Security Agreement in order to release from the Secured Party's Lien created under the Security Agreement certain of the Collateral which the Debtor has assigned and granted a security interest in to the Secured Party. Any term defined in the Security Agreement (or in the Credit Agreement referred to therein) and used herein shall have the meaning as defined therein.

2. The Collateral is hereby amended by deleting therefrom, and the Secured Party hereby releases, and terminates its Lien on and security interest in, and all of its right, title and interest, in and to, the following properties described in paragraphs 2(a) and 2(b) hereof and all Proceeds thereof:

(a) all those certain railroad tank cars and covered hopper cars described on Schedule I hereto (collectively, the "Released Equipment"), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions for, replacements of, and additions, improvements and accumulations to, any and all of said Released Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Released Equipment described in paragraph 2(a) hereof, including, without limitation, the leases specified on Schedule I hereto (each such lease, including all amendments, riders

supplements, other modifications and schedules thereto, a "Released Lease"), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Released Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Released Equipment) and all Proceeds of any thereof.

3. All provisions of the Security Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule I hereto shall be deemed a deletion from, and the properties described in paragraphs 2(a) and 2(b) hereof shall cease to be a part of, Schedule I to the Security Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 16th day of November, 1995.

ACF INDUSTRIES, INCORPORATED

By: 

Name: Robert J. Mitchell
Title: Senior Vice President
Finance

FLEET BANK

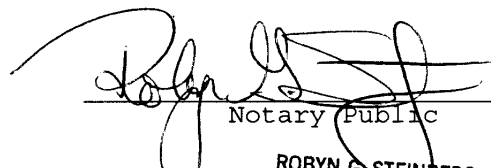
By: 

Name: John M. Tuohy
Title: Assistant Vice President

[Signature Page to Supplement No. 13 to Fleet Security Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

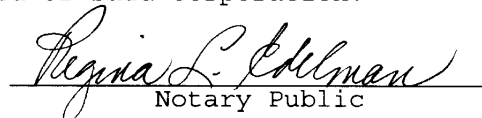
On this 14 day of November, 1995, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides at Woodbury, New York and is Senior Vice President Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public
ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 14 day of November, 1995, before me, personally appeared John M. Tuohy, to me known, who being by me duly sworn, says that he resides at New York, New York and is Assistant Vice President of FLEET BANK; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public
REGINA L. EDELMAN
NOTARY PUBLIC, State of New York
No. 41-4505178
Qualified in Queens County
Commission Expires February 28, 1996

10-Nov-95

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SCHEDULE 1
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
	25 ARCO CHEMICAL COMPANY	6388	ACFX	19213	12
		6388	ACFX	19215	
		6388	ACFX	19231	
		6388	ACFX	19240	
		6388	ACFX	19244	
		6388	ACFX	19250	
		6388	ACFX	19275	
		6388	ACFX	19278	
		6388	ACFX	19285	
		6388	ACFX	19388	
		6388	ACFX	19403	
		6388	ACFX	19404	
	25 ARCO CHEMICAL COMPANY				
	56 BORDEN PACKAGING & INDUSTRI	99660123	ACFX	64501	29
		99660123	ACFX	64502	
		99660123	ACFX	64503	
		99660123	ACFX	64504	
		99660123	ACFX	64505	
		99660123	ACFX	64506	
		99660123	ACFX	64507	
		99660123	ACFX	64508	
		99660123	ACFX	64509	
		99660123	ACFX	64510	
		99660123	ACFX	64511	
		99660123	ACFX	64512	
		99660123	ACFX	64513	
		99660123	ACFX	64514	
		99660123	ACFX	64515	
		99660123	ACFX	64516	
		99660123	ACFX	64517	
		99660123	ACFX	64518	
		99660123	ACFX	64519	
		99660123	ACFX	64520	
		99660123	ACFX	64521	
		99660123	ACFX	64522	
		99660123	ACFX	64523	
		99660123	ACFX	64524	
		99660123	ACFX	64525	
		99660123	ACFX	64526	
		99660123	ACFX	64527	
		99660123	ACFX	64528	
		99660123	ACFX	64529	
	56 BORDEN PACKAGING & INDUSTRI				
	66 BUNGE CORPORATION	5935	ACFX	52553	4
		5935	ACFX	52978	
		5935	ACFX	53722	
		5935	ACFX	55254	
	66 BUNGE CORPORATION				
	154 DOW CHEMICAL COMPANY THE	15220074	ACFX	39747	
		15220074	ACFX	39748	

10-Nov-95

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SCHEDULE 1
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
		15220074	ACFX	39749	
	154 DOW CHEMICAL COMPANY THE				3
	161 E I DUPONT DE NEMOURS AND C	00020199	ACFX	71614	
		00020199	ACFX	71615	
		00020199	ACFX	71616	
		00020199	ACFX	71617	
		00020199	ACFX	71618	
		00020199	ACFX	71619	
		00020199	ACFX	71620	
		00020199	ACFX	71621	
		00020199	ACFX	71622	
		00020199	ACFX	71623	
		00020199	ACFX	71624	
		00020199	ACFX	71625	
		00020199	ACFX	71626	
		00020199	ACFX	71627	
		00020199	ACFX	71628	
		00020199	ACFX	71629	
		00020199	ACFX	71630	
		00020199	ACFX	71631	
		00020199	ACFX	71632	
		00020199	ACFX	71633	
		00020199	ACFX	71634	
		00020199	ACFX	71635	
		00020199	ACFX	71636	
		00020199	ACFX	71637	
		00020199	ACFX	71638	
		00020199	ACFX	71639	
		00020199	ACFX	71640	
		00020199	ACFX	71641	
		00020199	ACFX	71642	
		00020199	ACFX	71643	
		00020199	ACFX	71644	
		00020199	ACFX	71645	
		00020199	ACFX	71646	
		00020199	ACFX	71647	
		00020199	ACFX	71648	
		00020199	ACFX	71649	
	161 E I DUPONT DE NEMOURS AND C				36
	170 EXXON CHEMICAL AMERICAS	67860050	ACFX	86387	
		67860050	ACFX	86388	
		67860050	ACFX	86389	
		67860050	ACFX	86390	
		67860050	ACFX	86391	
		67860050	ACFX	86392	
		67860051	ACFX	86393	
		67860051	ACFX	86394	
	170 EXXON CHEMICAL AMERICAS				8
	198 FLINT INK CORPORATION	6397	ACFX	88165	
		6397	ACFX	88166	

SCHEDULE 1
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
		6464	ACFX	13525	
		6464	ACFX	13530	
	198 FLINT INK CORPORATION				4
	224 SCM GLIDCO ORGANICS CORP.	40560008	ACFX	14790	
	224 SCM GLIDCO ORGANICS CORP.				1
	230 GRAIN PROCESSING CORP	6145	ACFX	58660	
	230 GRAIN PROCESSING CORP				1
	231 AMOCO CANADA PETROLEUM CO	6412	ACFX	18757	
	231 AMOCO CANADA PETROLEUM CO				1
	274 WESTWAY TRADING CORPORATION	4063	ACFX	84785	
	274 WESTWAY TRADING CORPORATION				1
	284 ALEXANDER CHEMICAL CORP	6481	ACFX	86229	
	284 ALEXANDER CHEMICAL CORP				1
	322 CABOT CORPORATION	6384	ACFX	88251	
		6384	ACFX	88255	
		6384	ACFX	88469	
		6384	ACFX	88471	
		6384	ACFX	88472	
	322 CABOT CORPORATION				5
	389 WESTLAKE POLYMERS CORPORATI	58310001	ACFX	40923	
		58310001	ACFX	40924	
		58310001	ACFX	40925	
		58310001	ACFX	40926	
		58310001	ACFX	40928	
		58310001	ACFX	40929	
		58310001	ACFX	40930	
		58310001	ACFX	40931	
		58310001	ACFX	40932	
		58310001	ACFX	40933	
		58310001	ACFX	40934	
		58310001	ACFX	40935	
		58310001	ACFX	40936	
		58310001	ACFX	40937	
		58310001	ACFX	40938	
		58310001	ACFX	40939	
		58310001	ACFX	40940	
		58310001	ACFX	40941	
		58310001	ACFX	40942	
		58310001	ACFX	40943	
		58310001	ACFX	40944	
		58310001	ACFX	40945	
		58310001	ACFX	40946	
		58310001	ACFX	40947	
		58310001	ACFX	40948	
		58310001	ACFX	40949	
		58310001	ACFX	40950	
		58310001	ACFX	40951	
		58310001	ACFX	40952	
		58310001	ACFX	40953	
	389 WESTLAKE POLYMERS CORPORATI				30